

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment by the County of Buncombe of the net sum of Twenty Thousand Dollars, One Hundred, Forty-Three Dollars, and no/100 (\$20,143.00) payable to Thomas Aardema and Katherine Aardema, the undersigned hereby, now and forever releases, acquits, and forever discharges Laura Buckner Bradley of Buncombe County, in her official and individual capacities, Buncombe County, North Carolina, a body politic, the County of Buncombe and its successors, employees, agents, and assigns, and any and all other persons, firms, and corporations, who are or might be liable in any way from all present and future claims of any kind or character, and all liability now accrued or hereafter to accrue, which Thomas Aardema or Katherine Aardema has or might have on account of or because of all damages, lost wages, loss of services, claims, causes of action, demands, and losses or injuries to person or property, whether developed or undeveloped, resulting or to result, or sustained, on or about February 17, 2016 when Katherine Aardema was involved in a motor vehicle accident with County employee, Laura Buckner Bradley, and the basis of the claim filed with Buncombe County, North Carolina, Claim No. AUTO2016000145.

Mr. and Mrs. Aardema hereby acknowledge FULL, FINAL, AND COMPLETE SETTLEMENT and satisfaction of ALL claims of whatever kind, character and description which may now or hereafter exist by reason of the above-mentioned damages, losses, or injuries, including but not limited to any claim brought or which might have been brought in regard to the above-referenced incident, and all costs and attorney fees with respect to any such claim.

It is agreed and understood that all claims in this matter are disputed and denied by the County of Buncombe and Laura Buckner Bradley in her official and individual capacities.

Acknowledgment is hereby made that the County of Buncombe at the time of the incident was self-insured for claims of up to \$500,000, and did not and has not waived its governmental immunity. Payment as set forth above does not constitute a waiver of said immunity.

As an express term of settlement, any and all liens on the settlement proceeds, including liens or claims for medical expenses and attorney fees, will be satisfied from the settlement sum referenced above. The undersigned promises to indemnify, defend, and hold harmless the County of Buncombe and any of its agents or employees against all actions, proceedings, claims, demands, losses, damages, or expenses, including attorney fees, as a result of any further claim arising out of the above-referenced incident.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not mere recitals.

It is further represented, declared, and agreed by the undersigned that the terms of this RELEASE are fully understood and that the judgment of the undersigned is relied upon wholly in so doing, and that the said sum is voluntarily accepted by the undersigned for the purpose of making a full and final compromise, adjustment, and settlement on account of the injuries and

property damages referred to above. AND THIS RELEASE IS NOW SIGNED.

WITNESS my hand and seal this the 26th day of February, 2016.

Thomas F. Aardema Jr.
Thomas Aardema, Jr.

Katherine A. Aardema
Katherine Aardema

(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Thomas F. Aardema, Jr.
Katherine A. Aardema
this 26th day of February, 2016.

My Commission Expires: 7/8/16

Deane Robbins
NOTARY PUBLIC, NORTH CAROLINA

HOLD



Date: 12/28/2015

PO #:

Buncombe County Authority For Payment

* Invoice Number: DR-1566

* Invoice Amount: \$5,000.00

* Required for Processing

Department: BUDGET & MGMT SERVICES

Pay to: Administrative Office of the Courts Vendor #8443

Address: P. O. Box 2448
Raleigh, NC 27602
ATTN: Mindy Fuller, Financial Services

Accounting Unit	Account Number	Sub-acct	Activity	Category	Amount
80-84000	449800	4210			\$5,000.00
00000	121500		County Tax		
00000	121501	11	State Tax		
Total					\$5,000.00

* Explanation: AOC EDP Equipment Water Damage Claim 11/09/15
Cincinnati Ins. Co. Policy ENP 009 57 22; Claim 2574719
Policy deductible paid directly to State.
Total loss \$51,774.04.

Submitted By: Denise Robbins

Approved By: Denise Robbins 12/28/15AUTHORIZED FOR
PAYMENT
BDGT/MGMT SECURE

4200S

Code:

PO:

Auth:

Date:

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment by the County of Buncombe of the net sum of Five Thousand, Six Hundred, Forty-Eight Dollars and no/100 (\$5,648.30) of which \$3,792.30 is payable directly to Asheville Ford dba ABRA Auto Body and \$1,856.00 is payable to Naeem Akbar and Kimberly Akbar, the receipt of which is hereby acknowledged, I/we, Naeem Akbar and Kimberly Akbar, the undersigned, do forever release, acquit, discharge and covenant to hold harmless Deputy Nathan Ball, in his official and individual capacities, Buncombe County Sheriff's Office, Buncombe County, North Carolina, a body politic, and their insurance carriers, administrators, employees and their heirs, successors and assigns of and from any and all other persons, firms and corporations, who are or might be liable in any way from all present and future claims of any kind or character, and all liability now accrued or hereafter to accrue, which Naeem and Kimberly Akbar has or might have on account of or because of, all damages, lost wages, loss of services, claims, causes of action, demands and losses or injuries to person or property, whether developed or undeveloped, resulting, or to result, or sustained from a motor vehicle accident on or about April 26, 2016 at or near 108 Elk Mountain Road in Asheville, North Carolina(Claim No. AUTO20160000367).

As an express term of settlement, in addition to the amount stated above, the County of Buncombe, agrees to protect Blue Cross Blue Shield's subrogation interests for medical payments issued on behalf of Kimberly Akbar, for medical expenses which are directly and causally related to the motor vehicle accident of April 26, 2016, and incurred prior to the date of this settlement.

Mr. and Mrs. Akbar hereby acknowledges FULL, FINAL AND COMPLETE SETTLEMENT and satisfaction of ALL claims of whatever kind, character and description which may now or hereafter exist by reason of the above-mentioned damages, losses or injuries, including but not limited any claim brought of which might have been brought in the above-reference action, and all costs and attorney fees with respect to any such claim.

It is agreed and understood that all claims in this matter are disputed and denied by the County of Buncombe, North Carolina.

Acknowledgment is hereby made that the County of Buncombe at the time of the Incident was self-insured for claims of up to \$500,000, and has not waived its governmental immunity. Payment as set forth above does not constitute a waiver of said immunity.

The undersigned promises to indemnify, defend and hold harmless the County of Buncombe and any of their agents or employees against all actions, proceedings, claims, demands, losses, damages, or expenses, including attorney fees, as a result of any further claim arising out of the above incident.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not mere recitals.

It is further represented, declared and agreed by the undersigned that the terms of this RELEASE are fully understood and that the judgment of the undersigned is relied upon wholly in so doing, and that the said sum is voluntarily accepted by the undersigned for the purpose of making a full and final compromise, adjustment and settlement on account of the injuries and damages referred to above. AND THIS RELEASE IS NOW SIGNED.

WITNESS my hand and seal this the 21st day of June, 2016.

Naeem Akbar
Naeem Akbar

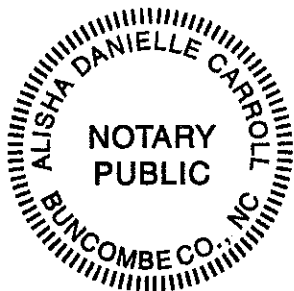
Kimberly L Akbar
Kimberly Akbar

STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by
Naeem Akbar and Kimberly Akbar this 21st day of June, 2016.

My Commission Expires: October 22, 2019

Alisha Danielle Carroll
NOTARY PUBLIC, NORTH CAROLINA



HOLD

Date: PO #:

Buncombe County Authority For Payment

* Invoice Number: * Invoice Amount: \$329.99

* Required for Processing

Department: Pay to: Address:

Accounting Unit	Account Number	Sub-acct	Activity	Category	Amount
80-83000	449800	5310			\$329.99
00000	121500		County Tax		
00000	121501	11	State Tax		
Total					\$329.99

* Explanation: Submitted By: Denise RobbinsApproved By: *Denise Robbins*AUTHORIZED FOR
PAYMENT
BDGT/MGMT SECURECode: PO: Auth: Date:

RECEIVED OCT 17 2015

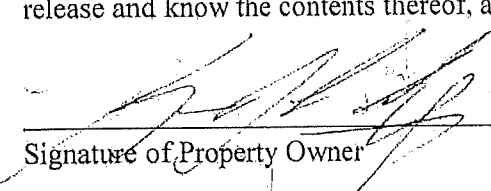
PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **Three Thousand, Nine Hundred Seven Dollars and 65/100 (\$3,907.65)**, the receipt of which is hereby acknowledged, I/We, **Kevin and Annette Carberry**, the undersigned, legal representative and owner of a 2012 Chevrolet Traverse LT, VIN: 1GNKRGE6CJ288132, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, Buncombe County Sheriff's Office, and Captain Rusty Sweezy, administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage which I may now or hereafter have resulting from an accident on or about the 8th day of October, 2015, on I-26, in Asheville, North Carolina.

I/We, **Kevin and Annette Carberry**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Kevin and Annette Carberry**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.


Signature of Property Owner


Signature of Property Owner

121 Canterbury Hill Ln. H'ville, nc
Address of Property Owner

28792

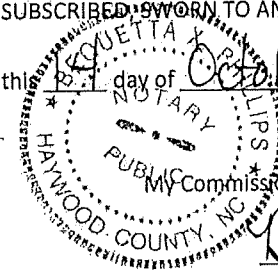
10/14/15
Date

(STATE OF NORTH CAROLINA

COUNTY OF Haywood)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Kevin Carberry & Anne He Carberry

this 14 day of October, 2015.


NOTARY PUBLIC, NORTH CAROLINA

My Commission Expires: 12-18-15

Bequetta X Phillips
NOTARY PUBLIC, NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

Annette Carberry Claim No. AUTO2015000355

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of **FOUR THOUSAND, TWO HUNDRED, TWENTY-SEVEN DOLLARS AND 00/100 (\$4,227.00)**, of which **\$1,727.00**, will be payable directly to Siegel Chiropractic and **\$2,500.00** will be payable directly to Annette Carberry, the receipt of which is hereby acknowledged, I/we, **Annette Carberry**, the undersigned, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff's Office, Captain Rusty Sweezy, in his individual and official capacities, and their insurance carriers, administrators, employees, and their heirs, successors, agents, and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, medical expenses, including any, and all liens, and any other expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries, bodily injuries and property damage, which I/we may now or hereafter have, and all claims or rights of action for damages which I/we have or may have, resulting from a motor vehicle accident, which occurred on or about the 8th day of October, 2015, on I-26, in Asheville, North Carolina.

I/we further promise to indemnify the released parties against loss from any and all further claims, demands, and actions at law or in equity that may hereafter at any time be made or brought by me or any third party for any reason arising from the facts giving rise to this claim. I/we further agree to indemnify the released parties for attorneys' fees and costs incurred in defending such claims, demands and actions.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the persons, entities, and organizations hereby released.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same of my own/our free will.

Annette Carberry
Signature(s)

3/14/16
Date

12/30/1974
Date of Birth

245-31-2198
Social Security Number

121 Canterbury Hill Lane Hendersonville, NC 28792
Address City, State, Zip Code

(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by
Annette Carberry this 14 day of March, 2016

My Commission Expires July 12, 2016

[Signature]
NOTARY PUBLIC, NORTH CAROLINA

Jennifer Pike
Notary Public
McDowell County, NC
My Commission Expires July 10, 2016

RECEIVED APR 12 2016

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment of the sum of Two Thousand, Six Hundred, Eighty-Eight Dollars and 23/100 (\$2,688.23), of which \$2,356.98 is payable directly to Asheville Ford dba ABRA Auto Body and \$331.25 is payable directly to Bennett Hill for rental reimbursement, the receipt of which is hereby acknowledged, I/We, Bennett Hill, the undersigned, legal representative and owner of a 2005 Volkswagen New Beetle GLS, VIN: 3VWCK31C55M411090, do forever release, acquit, discharge and covenant to hold harmless Laura Buckner Bradley, in her official and individual capacity and Buncombe County, North Carolina, a body politic, and its administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage, which I may now or hereafter have resulting from an accident on or about the 17th day of February, 2016, on I-26, in Weaverville, North Carolina.

I/We, Bennett Hill, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, Bennett Hill, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Bennett Hill

Signature of Property Owner

Signature of Property Owner

58 DOUBLE BROOK DRIVE, WEAVERVILLE, NC 28787

Address of Property Owner

4/12/16

Date

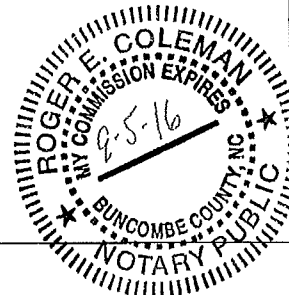
(STATE OF NORTH CAROLINA
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by BENNETT HILL

this 12 day of April, 2016.

My Commission Expires: Sept 5, 2016

Roger E Coleman
NOTARY PUBLIC, NORTH CAROLINA



SETTLEMENT AND RELEASE OF ALL CLAIMS

WHEREAS the Plaintiff Teddy Lamont Isbell (hereinafter "Plaintiff"), has potential claims against Defendants BUNCOMBE COUNTY; BOBBY LEE MEDFORD, individually and officially; SAMUEL MATTHEW CONSTANCE, individually and officially; GEORGE SPRINKLE, individually and officially; MICHAEL MURPHY, individually and officially; RONEY HILLIARD, individually and officially, and JOHN ELKINS, individually and officially (who together with their insurers, attorneys, representatives, employees, associates, partners, officers, directors, agents, servants, heirs, executors, administrators, and successors, including but not limited to Jack Van Duncan, Sheriff of Buncombe County, and Western Surety Company, whether herein named or referred to or not are referred to as "the Defendants"); and now the Plaintiff wishes to resolve this matter as to all the Defendants and end all pursuits of any claims the Plaintiff may have against the Defendants under the transactions, acts, omissions, and occurrences set forth therein;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Release of Claims and Discharge by Plaintiff

In consideration of the sums paid as set forth below, the Plaintiff, his heirs, executors, administrators, successors, assigns and all others hereby do release, remit, acquit, and forever discharge BUNCOMBE COUNTY; BOBBY LEE MEDFORD, individually and officially; SAMUEL MATTHEW CONSTANCE, individually and officially; GEORGE SPRINKLE, individually and officially; MICHAEL MURPHY, individually and officially; RONEY

HILLIARD, individually and officially, and JOHN ELKINS, individually and officially, whether herein named or referred to or not, and each of them, of and from any, every, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, damages for injuries to person, damages for injuries to property, damages for emotional distress, punitive damages, treble damages, judgments, obligations, liens, subrogation interests, rights, loss of services, loss of use, costs, attorneys' fees, expenses (medical or otherwise) or compensation, or both, including, but not limited to, negligence, intentional infliction of emotional distress, and any and all claims of any nature whatsoever, whether herein referred to or not, whether based upon alleged tort, statute, contract, vicarious liability, or any other legal or equitable theory of recovery whatsoever against the parties hereby released, whether developed or undeveloped, known or unknown, foreseen or unforeseen, that they have had, now have, or may have in the future, for, by reason of, or growing out of any manner of thing done, omitted, or suffered to be done by the parties hereby released and in any way related to, or arising out of, the incidents arising from the arrest, investigation, prosecution, conviction, sentencing, and imprisonment of Plaintiff for the murder of Walter Bowman and for related offenses.

The Release as to the defendants identified herein is of all claims (state and federal) and applies to all named and unnamed defendants, and their insurers; whether insured by the applicable policies or not.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that this Settlement Agreement and Release of all Claims (hereinafter "Release") shall cover and include any and all present and future injuries, death, or damages not now known to or anticipated by any of the parties hereto which may later develop or be discovered, including the effects or consequences thereof, and any and all

causes of action therefor, whether known or unknown, developed or undeveloped, direct or derivative, existing or non-existing, as well as those injuries, damages, now disclosed and causes of action therefor. The Plaintiff expressly waives and assume the risks of any and all claims against the Defendants for damages suffered by the Plaintiff which exist as of this day, but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and all claims or facts which may exist or come to light in the future and which, if known, would materially affect their decision to enter this Release.

2. Payments

In consideration of the full discharge and satisfaction of all claims asserted against the Defendants, the Defendants agree to pay the sum two hundred forty thousand dollars and no/100 (\$240,000.00) to Plaintiff and his attorneys, Stephen L. Cash, Roberts and Stevens, P.A., P.O. Box 7647, Asheville, NC 28802. Plaintiff acknowledges that the payment is contingent upon the approval by the Buncombe County Board of Commissioners. Defendants shall make full payment on or before August 7, 2015.

3. Compensation for Physical Injuries. Plaintiff suffered physical personal injuries and physical sickness during his years of incarceration allegedly due to the acts of some or all of the defendants. The payments described in paragraph 2 of this Release are intended solely as partial compensation for physical personal injuries and physical illnesses incurred by Plaintiff as a result of the alleged wrongful conduct of the Releasees, within the meaning of Section 104(a)(2) and Section 130(c) of the Internal Revenue Code of 1986 as amended, and damages within the meaning of Sections 104(a)(2) and 213(d) of the Internal Revenue Code, as amended, and is not, nor is it by the parties intended to be, compensation for any other damages or lost income, nor to represent

exemplary or punitive damages, nor pre-judgment or post-judgment interest. The provisions of the Settlement Agreement shall be construed to give effect to this intent, and any required reporting of the payments hereunder shall be consistent with such facts.

4. Representation of Comprehension of Document

IT IS FURTHER AGREED AND UNDERSTOOD that this Release has been made after an independent, full, frank, and fair examination of the facts pertaining to this Release, and the parties to this Release have been represented and advised by counsel of their own choosing, and that this Release is not made in reliance upon any statement of any person connected with, representing, or represented by the parties hereby released, nor has the undersigned been influenced to any extent whatsoever by the persons, firms, or corporations hereby released or by any persons representing them.

IT IS FURTHER AGREED AND UNDERSTOOD that this Release, and the consideration provided for herein, and the acceptance thereof is in compromise of doubtful and disputed claims, and the payment provided for in this Release is not to be construed as an admission of liability on the part of the persons, firms, or corporations hereby released, by whom liability is expressly denied.

5. Bar to Further Action

IT IS FURTHER AGREED AND UNDERSTOOD that the Defendants hereby released, and their agents, representatives, successors, insurers, sureties, heirs, executors, administrators, and assigns, can plead this Release as a complete bar in any future action against them or any of them by Teddy L. Isbell, or others on his behalf, arising out of or in any way related to, the incidents described above.

6. Non-Confidentiality of Settlement

The terms of this settlement shall not be disclosed to any third party until full payment is made. Thereafter, pursuant to North Carolina state law, the terms of this settlement are not confidential.

7. Binding Agreement

IT IS FURTHER AGREED AND UNDERSTOOD that the terms and conditions of this Release shall enure to the benefit of and be binding upon the respective successors and assigns of the Plaintiff and the parties hereby released.

IT IS FURTHER AGREED AND UNDERSTOOD that the parties will cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

THIS RELEASE constitutes the entire agreement among the parties hereto, and there is no agreement or promise on the part of any party to this Release to do or to omit to do any act or thing not herein mentioned. It is further understood and agreed that the terms and provisions contained herein are contractual and not a mere recital.

The Plaintiff further declares and represents that he has carefully read the foregoing document and knows the contents thereof and sign the same as his own free and voluntary act.

8. Parties to Bear Own Costs and Expenses

IT IS FURTHER STIPULATED AND AGREED that each of the parties shall bear their own costs and expenses in this matter, including, but not limited to, attorneys' fees, court costs, expert witnesses' fees, appraisal fees, and any other expenses incident to the claims and parties

released.

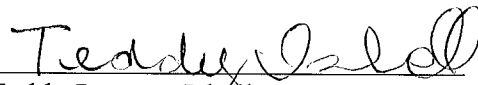
9. **Governing Law**

IT IS STIPULATED AND AGREED that the validity, construction, interpretation, and administration of this Release shall be governed by the substantive laws of the State of North Carolina.

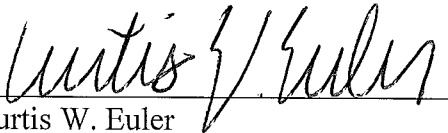
This 5th day of August, 2015.



Stephen L. Cash
Roberts and Stevens, P.A.,
P.O. Box 7647
Asheville, NC 28802

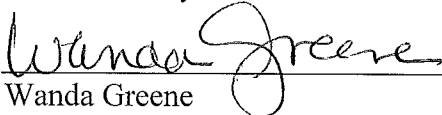


Teddy Lamont Ishell
Plaintiff



Curtis W. Euler
Attorney for Defendant Buncombe County
200 College Street, Suite 400
Asheville, NC 28801
curt.euler@buncombecounty.org

Buncombe County

By: 
Wanda Greene
County Manager

RECEIVED

APR 17 2016

RELEASE OF ALL CLAIMS

HUMAN RESOURCES

FOR AND IN CONSIDERATION of the payment by the County of Buncombe of the net sum of two thousand dollars and no/100 (\$2,000.00) payable to Paul H. Ledford, Jr., the undersigned hereby, now and forever releases, acquits and forever discharges the County of Buncombe and its successors, employees, agents and assigns, and any and all other persons, firms and corporations, who are or might be liable in any way from all present and future claims of any kind or character, and all liability now accrued or hereafter to accrue, which Mr. Ledford has or might have on account of or because of, all damages, lost wages, loss of services, claims, causes of action, demands and losses or injuries to person or property, whether developed or undeveloped, resulting, or to result, or sustained, on or about June 8, 2015 when Mr. Ledford was subject to a reduction in force and the basis of an Equal Employment Opportunity Commission Complaint No. dated December 18, 2015.

Mr. Ledford hereby acknowledges FULL, FINAL AND COMPLETE SETTLEMENT and satisfaction of ALL claims of whatever kind, character and description which may now or hereafter exist by reason of the above-mentioned damages, losses or injuries, including but not limited any claim brought of which might have been brought in the above-reference action, and all costs and attorney fees with respect to any such claim.

It is agreed and understood that all claims in this matter are disputed and denied by Buncombe County.

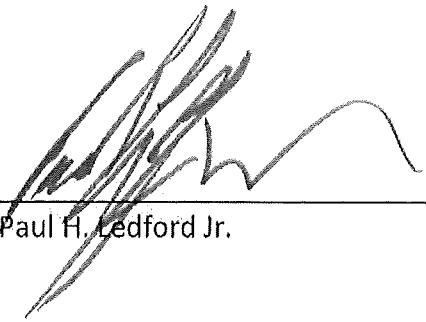
Acknowledgment is hereby made that the County of Buncombe at the time of the incident was self-insured for claims of up to \$500,000, and has not waived its governmental immunity. Payment as set forth above does not constitute a waiver of said immunity.

As an express term of settlement, any and all liens on the settlement proceeds, including liens or claims for medical expenses and attorney fees, will be satisfied from the settlement sum referenced above. The undersigned promises to indemnify, defend and hold harmless the County of Buncombe and any of their agents or employees against all actions, proceedings, claims, demands, losses, damages, or expenses, including attorney fees, as a result of any further claim arising out of the above incident.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not mere recitals.

It is further represented, declared and agreed by the undersigned that the terms of this RELEASE are fully understood and that the judgment of the undersigned is relied upon wholly in so doing, and that the said sum is voluntarily accepted by the undersigned for the purpose of making a full and final compromise, adjustment and settlement on account of the injuries and damages referred to above. AND THIS RELEASE IS NOW SIGNED.

WITNESS my hand and seal this the _____ day of April 2016.

 4/14/2016

Paul H. Ledford Jr.

WITNESSED

RELEASE AND INDEMNITY AGREEMENT

RECEIVED JAN 23 2015

Karen Loudy / GL-2012327463

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of **TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00)**, the receipt of which is hereby acknowledged, I/we, Karen Loudy, the undersigned, do forever release, acquit, discharge and covenant to hold harmless County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina, their insurance carrier, administrators, employees, and their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, medical expenses, including any, and all liens, except for Medicare, and any other expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries which I/we, Karen Loudy, may now or hereafter have, and all claims or rights of action for damages which I/we have or may have, resulting from an accident on or about the 15th day of November, 2012.

I/we, Karen Loudy, further promise to indemnify the released parties against loss from any and all further claims, demands, and actions at law or in equity that may hereafter at any time be made or brought by me or any third party for any reason arising from the facts giving rise to this claim. I/we, Karen Loudy, further agree to indemnify the released parties for attorneys' fees and costs incurred in defending such claims, demands and actions.

In addition to the amount stated above, Brentwood Services Administrators, Inc. on behalf of County of Buncombe agrees to reimburse Medicare Coordination of Benefits and Recovery (COB&R) on your behalf for medical bills incurred, not to exceed \$588.42, which are directly and causally related to the injuries sustained in the accident of November 15, 2012, and incurred prior to the date of this settlement agreement.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the persons, entities, and organizations hereby released.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same of my own/our free will.

Karen Loudy
Signature(s)

January 23/2015
Date

131 Douglas Place
Address

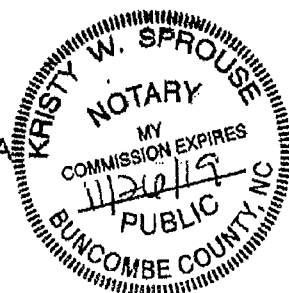
Reese NC 28748
City, State, Zip Code

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by
Karen Loudy this 23rd day of January, 2015.

My Commission Expires: 11/26/19

Kristy W. Sprouse
NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA



Claim # G2015402337

RECEIVED AUG 31 2015

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **Two Thousand, One Hundred, Ninty-One Dollars and 24/100 (\$2,191.24)**, the receipt of which is hereby acknowledged, I/We, **Danny and Beverly Lyda**, the undersigned, legal representative and owner of a 2012 Honda Pilot LX, VIN: 5FNYP4H21CB073723, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, Buncombe County Parks and Recreation, administrators, employees, their heirs, successors, agents, and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage which I may now or hereafter have resulting from an accident on or about the 16th day of July, 2015, at Lake Julian Park, in Arden, North Carolina.

I/We, **Danny and Beverly Lyda**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Danny and Beverly Lyda**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

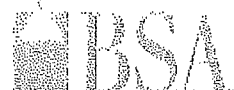
Danny Lyda
Signature of Property Owner

Beverly Lyda
Signature of Property Owner

211 Mountain Crest Rd Sumner NC 8/12/2015
Address of Property Owner Date

(STATE OF NORTH CAROLINA COUNTY OF <u>Henderson</u>)	
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by <u>Danny Lyda & Beverly Lyda</u>	
this <u>12</u> day of <u>August</u> , 2015.	
My Commission Expires: <u>2/15/16</u>	<div style="border: 1px solid black; padding: 5px;">Helen A Ruppelko Notary Public Henderson County, NC My Commission Expires March 15, 2016</div>
<u>Helen A Ruppelko</u> NOTARY PUBLIC, NORTH CAROLINA	

Received 8/25/2015 2:01 PM



SETTLEMENT AND RELEASE OF ALL CLAIMS

WHEREAS the Plaintiff Damian Mills (hereinafter "Plaintiff"), has potential claims against Defendants BUNCOMBE COUNTY; BOBBY LEE MEDFORD, individually and officially; SAMUEL MATTHEW CONSTANCE, individually and officially; GEORGE SPRINKLE, individually and officially; MICHAEL MURPHY, individually and officially; RONEY HILLIARD, individually and officially, and JOHN ELKINS, individually and officially (who together with their insurers, attorneys, representatives, employees, associates, partners, officers, directors, agents, servants, heirs, executors, administrators, and successors, including but not limited to Jack Van Duncan, Sheriff of Buncombe County, and Western Surety Company, whether herein named or referred to or not are referred to as "the Defendants"); and now the Plaintiff wishes to resolve this matter as to all the Defendants and end all pursuits of any claims the Plaintiff may have against the Defendants under the transactions, acts, omissions, and occurrences set forth therein;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Release of Claims and Discharge by Plaintiff

In consideration of the sums paid as set forth below, the Plaintiff, his heirs, executors, administrators, successors, assigns and all others hereby do release, remit, acquit, and forever discharge BUNCOMBE COUNTY; BOBBY LEE MEDFORD, individually and officially; SAMUEL MATTHEW CONSTANCE, individually and officially; GEORGE SPRINKLE, individually and officially; MICHAEL MURPHY, individually and officially; RONEY

HILLIARD, individually and officially, and JOHN ELKINS, individually and officially, whether herein named or referred to or not, and each of them, of and from any, every, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, damages for injuries to person, damages for injuries to property, damages for emotional distress, punitive damages, treble damages, judgments, obligations, liens, subrogation interests, rights, loss of services, loss of use, costs, attorneys' fees, expenses (medical or otherwise) or compensation, or both, including, but not limited to, negligence, intentional infliction of emotional distress, and any and all claims of any nature whatsoever, whether herein referred to or not, whether based upon alleged tort, statute, contract, vicarious liability, or any other legal or equitable theory of recovery whatsoever against the parties hereby released, whether developed or undeveloped, known or unknown, foreseen or unforeseen, that they have had, now have, or may have in the future, for, by reason of, or growing out of any manner of thing done, omitted, or suffered to be done by the parties hereby released and in any way related to, or arising out of, the incidents arising from the arrest, investigation, prosecution, conviction, sentencing, and imprisonment of Plaintiff for the murder of Walter Bowman and for related offenses.

The Release as to the defendants identified herein is of all claims (state and federal) and applies to all named and unnamed defendants, and their insurers; whether insured by the applicable policies or not.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that this Settlement Agreement and Release of all Claims (hereinafter "Release") shall cover and include any and all present and future injuries, death, or damages not now known to or anticipated by any of the parties hereto which may later develop or be discovered, including the effects or consequences thereof, and any and all

causes of action therefor, whether known or unknown, developed or undeveloped, direct or derivative, existing or non-existing, as well as those injuries, damages, now disclosed and causes of action therefor. The Plaintiff expressly waives and assume the risks of any and all claims against the Defendants for damages suffered by the Plaintiff which exist as of this day, but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and all claims or facts which may exist or come to light in the future and which, if known, would materially affect their decision to enter this Release.

2. Payments

In consideration of the full discharge and satisfaction of all claims asserted against the Defendants, the Defendants agree to pay the sum five hundred twelve thousand five hundred dollars and no/100 (\$512,500.00) to Plaintiff and his attorneys, Frank Goldsmith, Goldsmith, Goldsmith and Dews, P.A., P.O. Box 1107 Marion, NC 28752. Plaintiff acknowledges that the payment is contingent upon the approval by the Buncombe County Board of Commissioners. Defendants shall make full payment on or before August 7, 2015.

3. Compensation for Physical Injuries. Plaintiff suffered physical personal injuries and physical sickness during his years of incarceration allegedly due to the acts of some or all of the defendants. The payments described in paragraph 2 of this Release are intended solely as partial compensation for physical personal injuries and physical illnesses incurred by Plaintiff as a result of the alleged wrongful conduct of the Releasees, within the meaning of Section 104(a)(2) and Section 130(c) of the Internal Revenue Code of 1986 as amended, and damages within the meaning of Sections 104(a)(2) and 213(d) of the Internal Revenue Code, as amended, and is not, nor is it by the parties intended to be, compensation for any other damages or lost income, nor to represent

exemplary or punitive damages, nor pre-judgment or post-judgment interest. The provisions of the Settlement Agreement shall be construed to give effect to this intent, and any required reporting of the payments hereunder shall be consistent with such facts.

4. Representation of Comprehension of Document

IT IS FURTHER AGREED AND UNDERSTOOD that this Release has been made after an independent, full, frank, and fair examination of the facts pertaining to this Release, and the parties to this Release have been represented and advised by counsel of their own choosing, and that this Release is not made in reliance upon any statement of any person connected with, representing, or represented by the parties hereby released, nor has the undersigned been influenced to any extent whatsoever by the persons, firms, or corporations hereby released or by any persons representing them.

IT IS FURTHER AGREED AND UNDERSTOOD that this Release, and the consideration provided for herein, and the acceptance thereof is in compromise of doubtful and disputed claims, and the payment provided for in this Release is not to be construed as an admission of liability on the part of the persons, firms, or corporations hereby released, by whom liability is expressly denied.

5. Bar to Further Action

IT IS FURTHER AGREED AND UNDERSTOOD that the Defendants hereby released, and their agents, representatives, successors, insurers, sureties, heirs, executors, administrators, and assigns, can plead this Release as a complete bar in any future action against them or any of them by Damian Mills, or others on his behalf, arising out of or in any way related to, the incidents described above.

6. Non-Confidentiality of Settlement

The terms of this settlement shall not be disclosed to any third party until full payment is made. Thereafter, pursuant to North Carolina state law, the terms of this settlement are not confidential.

7. Binding Agreement

IT IS FURTHER AGREED AND UNDERSTOOD that the terms and conditions of this Release shall enure to the benefit of and be binding upon the respective successors and assigns of the Plaintiff and the parties hereby released.

IT IS FURTHER AGREED AND UNDERSTOOD that the parties will cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

THIS RELEASE constitutes the entire agreement among the parties hereto, and there is no agreement or promise on the part of any party to this Release to do or to omit to do any act or thing not herein mentioned. It is further understood and agreed that the terms and provisions contained herein are contractual and not a mere recital.

The Plaintiff further declares and represents that he has carefully read the foregoing document and knows the contents thereof and sign the same as his own free and voluntary act.

8. Parties to Bear Own Costs and Expenses

IT IS FURTHER STIPULATED AND AGREED that each of the parties shall bear their own costs and expenses in this matter, including, but not limited to, attorneys' fees, court costs, expert witnesses' fees, appraisal fees, and any other expenses incident to the claims and parties

released.

9. **Governing Law**

IT IS STIPULATED AND AGREED that the validity, construction, interpretation, and administration of this Release shall be governed by the substantive laws of the State of North Carolina.

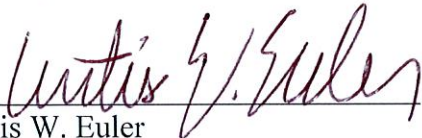
This 5th day of August, 2015.



Frank Goldsmith
Goldsmith, Goldsmith and Dews, P.A.,
P.O. Box 1107
Marion, NC 28752



Damian Mills
Plaintiff



Curtis W. Euler
Attorney for Defendant Buncombe County
200 College Street, Suite 400
Asheville, NC 28801
curt.euler@buncombecounty.org

Buncombe County

By: 

Wanda Greene
County Manager

PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **NINE THOUSAND, SIX HUNDRED, FIFTY-SEVEN DOLLARS AND 09/100 (\$9,657.09)**, the receipt of which is hereby acknowledged, I/we, **Anthony Penix**, the undersigned, legal representative and owner of 2005 Chevrolet Silverado K1500LS, VIN 1GCEK14T35Z267808 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, Buncombe County Sheriff's Office, Greg Martin, Deputy and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 12th day of August, 2015, at or near US-25 in Arden, North Carolina.

I, **Anthony Penix**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I, **Anthony Penix**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Anthony Penix
Signature of Property Owner

332 PINNERS CREEK ROAD
Address of Property Owner
ASHEVILLE NC 28803

9-3-15
Date

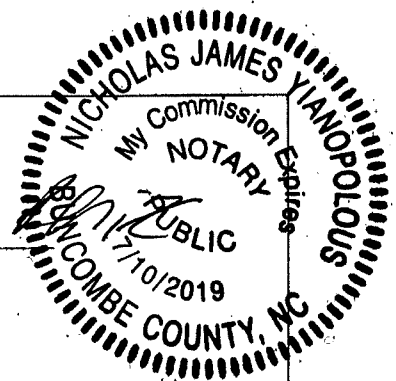
(STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Anthony Penix

this 3 day of SEPT, 2015.

My Commission Expires: 7-10-2019

Nicholas James Yanopoulos
NOTARY PUBLIC, NORTH CAROLINA



RECEIVED SEP 11 2015

**RELEASE, COVENANT NOT TO SUE
AND SETTLEMENT AGREEMENT**

This Release, Covenant Not to Sue and Settlement Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the following parties: (1) Plaintiff Sharon Reagan; (2) Named Defendants Jennifer Brooke Hazlett and Buncombe County; and (3) Unnamed Defendant Auto-Owners Insurance Company.

When used in this Agreement, the term "Plaintiff" shall refer to and include Plaintiff Sharon Reagan, and all of her agents, partners, employees, servants, attorneys, insurers, representatives, designees, heirs, assigns, and all successors and/or predecessors in interest.

When used in this Agreement, the term "Defendants" shall refer to and include Named Defendants Jennifer Brooke Hazlett (in both her individual and official capacities) and Buncombe County, and Unnamed Defendant Auto-Owners Insurance Company, and to the extent they may exist, all of their respective departments, divisions, affiliates, parent companies, subsidiaries, and all respective agents, partners, employees, servants, attorneys, insurers, representatives, designees, heirs, assigns, and all successors and/or predecessors in interest.

RECITALS:

WHEREAS, Plaintiff filed a civil action against Jennifer Brooke Hazlett, Buncombe County and Auto-Owners Insurance Company in the General Court of Justice, Superior Court Division, Buncombe County, North Carolina, File Number 15 CVS 955, relating to incidents that allegedly caused harm to the Plaintiff (hereinafter referred to as "the Lawsuit"), as more fully set forth in the Complaint in that action (hereinafter referred to as "the Complaint").

WHEREAS, the parties to the Lawsuit and to this Agreement wish to finally and permanently resolve, settle, release, discharge and compromise any and all claims and causes of action that may

exist among them arising out of or related to the events alleged in the Complaint and the Lawsuit, and this Agreement formalizes the terms and conditions under which the parties so agree.

NOW, THEREFORE, it is agreed as follows:

1. *General Release.* In consideration of the payments and other terms set forth herein, Plaintiff hereby completely releases and forever discharges Defendants from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever, whether asserted or unasserted, whether based on a statutory, tort, contract or any other theory of recovery, which arise from or relate to any matters referenced in the Lawsuit or the Complaint, and any other action, inaction, encounter, interaction or event that is related to those matters in any way, including any and all known or unknown claims for bodily, emotional or personal injury related thereto. Plaintiff expressly acknowledges and agrees that the release set forth herein is a General Release and waives her rights to and assumes the risk of any and all claims for damages which exist as of this date, but which she does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially alter her decision to enter into this Agreement. Plaintiff further agrees that she has accepted payment of the sum specified below as a complete compromise of matters involving disputed issues of law and fact and she expressly acknowledges that she assumes the risk of this compromise.

2. *Covenant not to sue.* In consideration of the payments and other terms set forth herein, Plaintiff, being the holder of actual, asserted or prospective claims against Defendants, hereby covenants and promises that she will not commence or maintain any other suit thereon against Defendants that is directly or indirectly, causally, temporally or logically related to events referenced in the Complaint or the Lawsuit.

3. *Payment.* In consideration of the releases, covenants not to sue and other terms set forth herein, Auto-Owners Insurance Company and Buncombe County (or its agent or designee) will each make a separate, one-time payment of \$20,000 (for a combined total of \$40,000) to Plaintiff through her attorney no later than fifteen (15) business days after Plaintiff signs this Agreement and provides a signed copy to counsel for Defendants. This combined payment of \$40,000 shall be the sole financial consideration owed to Plaintiff by Defendants under this Agreement. Jennifer Brooke Hazlett shall not be liable for any payment of any financial consideration to Plaintiff.

4. *Indemnification.* The parties acknowledge that Plaintiff may have pending liens with respect to monies that may be paid under this Agreement. Plaintiff agrees to indemnify and hold harmless Defendants (and/or their insurers) of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim or lien to any proceeds or any part of the proceeds paid under this Agreement. This specifically includes, but is not limited to, any claims by any governmental entity, hospital, physician, insurance company, private medical provider, or any other person or entity which has or claims to have liens for health or medical care, or any other goods or services, whether known or unknown to either party. This indemnification extends to and includes indemnification from all costs, judgments, payments under settlement agreements, payments of any other kind, and attorney fees that might be incurred by Defendants as a result of such claim.

5. *No admissions.* This Agreement is a settlement of disputed claims. By entering into this Agreement, Defendants do not admit, suggest, or in any way intimate that they bear any liability to Plaintiff arising from any matter that is alleged in the Complaint or that may be raised in the Lawsuit, or any other action, inaction, encounter, interaction or event that is causally, temporally or logically related to events that may be related to the Complaint or the Lawsuit.

6. *Voluntary agreement.* This Agreement is executed by all parties freely, voluntarily and without any duress or undue influence on any party, and with and upon the advice of counsel. Any interpretation of this Agreement or its terms shall be made without regard to the party who was responsible for drafting the Agreement or a particular term of the Agreement.

7. *Cooperation.* All parties agree to cooperate fully and to execute any and all supplementary documents and to take additional actions which may be necessary or appropriate to give full force and effect to the terms of the Agreement, including the dismissal of the Lawsuit with prejudice at an appropriate and mutually agreeable time.

8. *Governing law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

9. *Severability.* The provisions of this Agreement are severable, and the unenforceability or invalidity of any provision of this Agreement shall not affect the remainder of the Agreement. The parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable or invalid as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law. The parties hereby consent to the scope of such provision being judicially modified accordingly in any proceeding brought to enforce that provision.

10. *Effective date.* This Agreement will become binding and effective upon the exchange of facsimile copies of the required signatures.

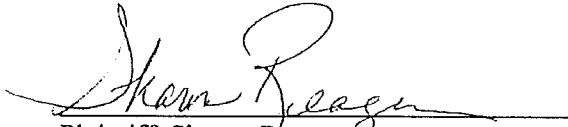
11. *Confidentiality and Non-Disparagement.* The Plaintiff and Defendants further agree that confidentiality is a material term to this agreement. Plaintiff represents and warrants that she will not disclose, unless required to do so by valid order of a court of competent jurisdiction or in

connection with a judicial proceeding in which she may be compelled to testify, to any person or entity in any manner whatsoever that offers of settlement were made, the terms and conditions of this Agreement, or the amount of any payment hereunder, except for the right to disclose the amount paid hereunder to the extent necessary and required by law to appropriate state or federal governmental tax authorities, to accountants for the purpose of securing tax advice, and for internal reporting requirements by the Defendants. This provision includes not publicizing this settlement in any way to any media outlet, even in anonymous terms or by deleting the names of the parties, changing the venue.

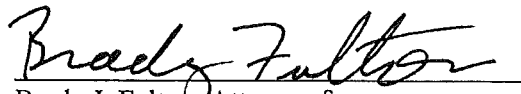
Plaintiff agrees that she shall not directly or indirectly make negative comments, disparage, comment upon, interfere with, or otherwise induce third parties to disparage, comment upon, or interfere with Defendants and/or their business, nor shall Plaintiff directly, or indirectly, negligently or intentionally cause or attempt to cause damage or harm to the reputation (personal or business) of Defendants, or to any business or enterprise owned or controlled by Defendants. This includes but is not limited to all forms of tangible and print media, whether posted anonymously or otherwise.

12. *Entire agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereof. This Agreement may not be amended except in a writing signed by all parties.

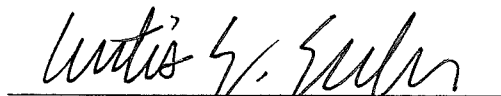
WHEREFORE, the parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective designated signatures as contained below:


Plaintiff, Sharon Reagan

9.11.15
Date


Brady J. Fulton, Attorney for
Auto-Owners Insurance Company

9/11/15
Date


Curt Euler, Attorney for Buncombe
County and Jennifer Brooke Hazlett

9/11/15
Date

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment by the County of Buncombe of the net sum of Twenty Thousand Dollars and no/100 (\$20,000.00) payable to Williams and Mills, PLLC Trust Account on behalf of Michael Sisk, the undersigned hereby, now and forever releases, acquits and forever discharges Jack Van Duncan Sheriff of Buncombe County, in his official and individual capacities, Buncombe County, North Carolina, a body politic, Jeff Buley in his individual and official capacities, the County of Buncombe and its successors, employees, agents, and assigns, Western Surety Company and its successors, employees, agents and assigns, and any and all other persons, firms and corporations, who are or might be liable in any way from all present and future claims of any kind or character, and all liability now accrued or hereafter to accrue, which Michael Sisk has or might have on account of or because of, all damages, lost wages, loss of services, claims, causes of action, demands and losses or injuries to person or property, whether developed or undeveloped, resulting, or to result, or sustained, on or about July 26, 2014 when Mr. Sisk was involved in an altercation with former detention officer Jeff Buley in the Buncombe County Detention Facility and the basis of the claim filed with Buncombe County, North Carolina Claim No. GL2014401549.

Mr. Sisk hereby acknowledges FULL, FINAL AND COMPLETE SETTLEMENT and satisfaction of ALL claims of whatever kind, character and description which may now or hereafter exist by reason of the above-mentioned damages, losses or injuries, including but not limited any claim brought of which might have been brought in the above-reference action, and all costs and attorney fees with respect to any such claim.

It is agreed and understood that all claims in this matter are disputed and denied by the Jack Van Duncan Sheriff of Buncombe County, Jeff Buley in his individual and official capacities, the County of Buncombe and Western Surety Company.

Acknowledgment is hereby made that the County of Buncombe at the time of the incident was self-insured for claims of up to \$500,000, and has not waived its governmental immunity. Payment as set forth above does not constitute a waiver of said immunity.

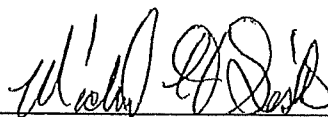
As an express term of settlement, any and all liens on the settlement proceeds, including liens or claims for medical expenses and attorney fees, will be satisfied from the settlement sum referenced above. The undersigned promises to indemnify, defend and hold harmless the County of Buncombe and any of their agents or employees against all actions, proceedings, claims, demands, losses, damages, or expenses, including attorney fees, as a result of any further claim arising out of the above incident.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not mere recitals.

It is further represented, declared and agreed by the undersigned that the terms of this RELEASE are fully understood and that the judgment of the undersigned is relied upon wholly in

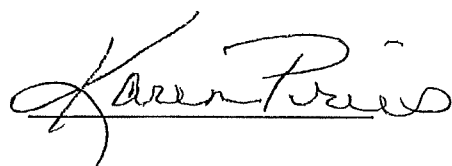
so doing, and that the said sum is voluntarily accepted by the undersigned for the purpose of making a full and final compromise, adjustment and settlement on account of the injuries and damages referred to above. AND THIS RELEASE IS NOW SIGNED.

WITNESS my hand and seal this the 25 day of July 2015.



Michael Sisk

WITNESSED



Karen Preis

HOLD



Date: 3/7/2016

PO #:

Buncombe County Authority For Payment

* Invoice Number: DR-1592

* Invoice Amount: \$4,882.68

* Required for Processing

Department: BUDGET & MGMT SERVICES

Pay to: Allstate Payment Processing Center

Address: P. O. Box 650271
Dallas, TX 75265-0271

Accounting Unit	Account Number	Sub-acct	Activity	Category	Amount
80-83000	449800	4310			\$4,882.68
00000	121500		County Tax		
00000	121501	11	State Tax		
Total					\$4,882.68

* Explanation: Settlement for damage to 2005 Scion Xb Station Wagon as a result of MVA 01/09/16.
VIN: JTLKT334750215709
Allstate Claim #: 0397889395 F3U

Submitted By: Denise Robbins

Approved By:

AUTHORIZED FOR
PAYMENT
BDGT/MGMT SECURE

Code: 4200S

PO:

Auth:

Date:

**Allstate**

You're in good hands.

Roanoke National Subrogation Claim Cntr
PO BOX 21169
ROANOKE VA 24018BRENTWOOD SERVICE ADMINISTRATORS INC
PO BOX 1125
BRENTWOOD TN 370241125

March 03, 2016

CLAIM NUMBER: 0397889395 F3U
DATE OF LOSS: January 09, 2016
OUR INSURED: MICHAEL SLAGLE
YOUR FILE NUMBER: 2016000012
YOUR INSURED: Buncombe County
ADDRESS:PHONE NUMBER: 800-776-2615
FAX NUMBER: 540-725-6191
OFFICE HOURS: Mon - Fri 7:30 am - 6:00 pmCITY STATE ZIP: , ,
LOSS LOCATION: SR 191, Asheville, , NC
AMOUNT OF LOSS: \$4,882.68**Re: Subrogation Claim Notice**

Dear BRENTWOOD SERVICE ADMINISTRATORS INC,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$3,732.91
Rental:	\$899.77
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$250.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$

Please forward your payment with our claim number to:

**Allstate Payment Processing Center
P.O. BOX 650271
Dallas, TX 75265 0271**

0397889395 F3U

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter. Thank you.

Sincerely,

SHEILA DENNIS

SHEILA DENNIS
800-776-2615 Ext. 7257004
Allstate Insurance Company

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made this 8th day of December, 2015, by and between Buncombe County, North Carolina (the "County") on the one hand, and United National Insurance Company ("United National"), on the other hand. The County and United National are collectively referred to as the "Parties."

RECITALS

WHEREAS, Robert Wilcoxson ("Wilcoxson") filed a lawsuit in the United States District Court for the Western District of North Carolina, captioned *Robert Wilcoxson v. Buncombe County, et. al.*, Case No. 1:13-cv-224, and a lawsuit in the Superior Court of Mecklenburg County, North Carolina captioned *Robert Wilcoxson v. Buncombe County, et. al.*, Case No. 2013-CVS-21268, against the County and its former or current officers including but not limited to Bobby Medford in his individual and official capacity, Sam Constance, George Sprinkle, Michael Murphy, John Elkins, and Rodney Hilliard (collectively the "County Defendants"), alleging, among other things, that Wilcoxson was wrongfully investigated, arrested, convicted, and incarcerated from approximately September 2000 to September 2011 and that the County Defendants violated his constitutional rights by their wrongful imprisonment, detention and prosecution of him and by failing to properly investigate others implicated in the crime and by failing to provide and pursue other evidence ("Wilcoxson Suits"); and,

WHEREAS, Kenneth Kagonyera ("Kagonyera") filed a lawsuit in the United States District Court for the Western District of North Carolina, captioned *Kenneth Kagonyera v. Buncombe County, et. al.*, Case No. 1:14-cv-251, and a lawsuit in the Superior Court of the County of Buncombe, North Carolina captioned *Kenneth Kagonyera v. Buncombe County, et. al.*, Case No. 14-CVS-04165, against the County Defendants alleging, among other things, that Kagonyera was wrongfully investigated, arrested, convicted, and incarcerated from approximately September 2000 to September 2011 and that the County Defendants violated his constitutional rights by their wrongful imprisonment, detention and prosecution of him and by failing to properly investigate others implicated in the crime and by failing to provide and pursue other evidence ("Kagonyera Suits"); and,

WHEREAS, Teddy Lamont Isbell ("Isbell"), Damian Mills ("Mills"), and Larry Williams, Jr. ("Williams") asserted claims against the County Defendants alleging, among other things, that they were wrongfully investigated, arrested, convicted and incarcerated from approximately October 2000 to September 2015 and that the County Defendants violated their civil rights ("Isbell, Mills and Williams Claims"); and,

WHEREAS, the County Defendants incurred significant defense expense in connection with the Wilcoxson Suits, the Kagonyera Suits and the Isbell, Mills and Williams Claims (the Wilcoxson Suits, the Kagonyera Suits and the Isbell, Mills and Williams Claims are collectively referred to as the "Underlying Claims"); and,

WHEREAS, the County Defendants settled the Wilcoxson Suits for \$5,125,000 in or around July 2015, settled the Kagonyera Suits for \$515,000 in or around April 2015, settled the Isbell, Mills

and Williams Claims for \$240,000, \$512,500, and \$750,000, respectively, in or around August 2015; and,

WHEREAS, United National issued Policy No. CPA1000092, effective from October 14, 2002 to October 14, 2003 (the "Policy"), to the County; and,

WHEREAS, the County sought reimbursement from United National for certain of the defense expenses and the settlement payments in the Underlying Claims (the "Coverage Claim"); and,

WHEREAS, United National denied that it was responsible under the Policy for all or a portion of the claims asserted by the County or others in the Underlying Claims or for the Coverage Claim; and,

WHEREAS, the Parties intend by this Agreement to adopt, by way of compromise, and without prejudice to or waiver of their respective positions in other nonrelated matters, without further dispute or adjudication of any issues of fact or law, and without United National's admission of liability or responsibility under the Policy, a full and final settlement that releases and terminates all rights, obligations and liabilities of United National with respect to or arising out of the Underlying Claims and the Coverage Claim without prejudice to their respective positions on policy wordings or any other issues.

AGREEMENTS

THEREFORE, in full consideration of the foregoing and of the mutual agreements contained herein, and intending to be legally bound, the Parties agree as follows:

I. DEFINITIONS

The following definitions will apply to the listed terms wherever those terms appear throughout this Agreement. Where the listed terms are also further defined elsewhere in the body of this Agreement, the definitions listed here nonetheless apply and shall serve to further explain the meaning of those terms. Moreover, each defined term stated in a singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form shall include the other.

A. County

The term "County" shall mean:

- (i) Buncombe County and its former, present and future elected officials, officers, directors, administrators, supervisors, members, employees, agents, representatives, risk managers, departments, subsidiaries, affiliates, joint ventures and assigns, and all of their past and present predecessors and successors; and,
- (ii) Any and all entities and individuals named as insureds, other insureds, or otherwise insured or claimed to be insured under the Policy, including but not limited to any of the County Defendants, as well as those entities' subsidiaries, affiliates, successors, assigns, officials, officers, directors, administrators,

supervisors, members, employees, agents and representatives and those individuals' heirs, successors and assigns.

B. United National

The term "United National" shall mean:

United National Insurance Company and its past, present and future subsidiaries, affiliates, holding companies, parent companies, merged companies, related companies, divisions and acquired companies, each of their respective directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint venturers, joint ventures, representatives, claims handling administrators, and reinsurers, and each of their respective predecessors and successors, whether known or unknown, and all persons or entities acting on behalf of, by, through or in concert with them.

C. Person

The term "Person" shall mean:

An individual, a corporation, a partnership, a joint venture, an association, a trust, any other entity or organization, and any national, state or local governmental or quasi-governmental body or political subdivision, or any agency, department, board, or instrumentality thereof.

D. Policy

The term "Policy" shall mean:

All policies of insurance and all certificates under said policies of insurance, known or unknown, issued or allegedly issued, by United National that actually or allegedly insure or otherwise provide insurance coverage for the County, including but not limited to, Policy No. CPA1000092, effective from October 14, 2002 to October 14, 2003.

II. SETTLEMENT AMOUNT

- A.** United National agrees to transfer to the County the total amount of Two Hundred and Six Thousand, Six Hundred Dollars (\$206,600.00) (the "Settlement Amount"). The Settlement Amount is net of, and not subject to, any deductibles or retentions. The County shall not seek to recover an amount in excess of the Settlement Amount.
- B.** United National shall pay the Settlement Amount, as set forth above, within 30 (thirty) days of execution of this Agreement. The payment shall be made by check payable to "Buncombe County" and mailed to the attention of Denise Robbins, Risk Manager at Buncombe County Budget & Management Services, 200 College Street, Suite 403, Asheville, NC 28801.

III. RELEASE AND DISMISSAL OF UNDERLYING LAWSUITS AND COVERAGE CLAIMS:

- A.** Upon the County's receipt of the Settlement Amount, the County (and any subsequently appointed trustee or representative), shall be deemed to remise, release, covenant not to sue and forever discharge the following: (i) United National; (ii) each of United National's present and former officers, directors, employees, partners, limited partners, shareholders, members, subsidiaries, affiliates, representatives, attorneys, agents and reinsurers (a) in such capacity and (b) in their individual capacity; and, (iii) the respective heirs, executors, administrators, successors, assigns and reinsurers (as such) of any of the Persons identified in subparagraphs (i) and (ii) hereof as follows: from and against all manner of action, causes of action, suits, debts, accounts, promises, warranties, damages (including consequential and punitive), agreements, attorneys' fees, costs, expenses, claims or demands whatsoever, in law or in equity, whether presently known or unknown, asserted or unasserted, whether sounding in tort, contract, equity, bad faith, violation of alleged duty of good faith and fair dealing, or arising under the statutes or administrative regulations of any jurisdiction (including, without limitation, unfair claims practices and unfair trade practices acts), with respect to any and all past, present or future claims, of any type whatsoever, that the County ever had, now has, or hereafter may have (1) for insurance coverage, including both defense costs and indemnification claims with respect to the Policy arising out of in any way the Underlying Claims, the Coverage Claim, and any future potential claims by Wilcoxson, Kagonyera, Isbell, Mills and Williams (collectively "Claimants") and (2) arising out of or relating to any act, omission, representation, or conduct of any sort in connection with the Policy arising out of in any way the Underlying Claims, the Coverage Claim, and any future potential claims by Claimants.
- B.** It is the intention of the County to reserve no rights or benefits whatsoever under or in connection with the Policy with respect to or arising from the Underlying Claims and the Coverage Claim against United National, and to assure United National its peace and freedom from such claims and from all assertions of rights in connection with such claims.
- C.** Upon the County's receipt of the Settlement Amount, any and all rights, duties, responsibilities and obligations of United National created by or in connection with the Policy as respects the Underlying Claims, the Coverage Claim, and any future potential claims by Claimants are hereby terminated.
- D.** The County acknowledges that this is a general release and that it expressly waives any and all rights under any federal or state statute or doctrine of common law which either: (1) narrowly construes a release; or, (2) which restricts or prohibits the releasing of claims.

IV. REPRESENTATIONS, WAIVER AND ASSIGNMENT OF SUBROGATION AND CONTRIBUTION RIGHTS AND INDEMNIFICATION

- A.** The County represents to United National that it has not, and will not, assign or transfer or subrogate, to any other Person or entity, any claim or right it may have under the Policy arising out of, or relating to, in any way, the Underlying Claims or the Coverage Claim. In the event United National is required to respond to a claim arising out of or relating to the Underlying Claims or the Coverage Claim by a Person or entity claiming to be an insured under the Policy or claiming to have a right assigned, transferred, or subrogated by the County, then the County will, at its own expense, indemnify and hold United National harmless.
- B.** The County further represents to United National that it made all reasonable efforts to obtain a release of all rights against United National from Claimants in the Underlying Claims.
- C.** The County represents that, in the event it pursues claims and/or reaches settlements, or to the extent it has pursued claims and/or reached settlements with other insurers in connection with the Underlying Claims and Coverage Claim, it will obtain a release of any subrogation, contribution or indemnity rights that those other insurers may have against United National relating to such claims.
- D.** The County represents that, in the event of any proceeding, suit or action involving the County's other insurers or any other Person and arising out of or regarding the claims in the Underlying Claims, and/or the Coverage Claim, but to which United National is not a party, the County shall take reasonable efforts to obtain a judicial finding of any amount(s) that United National would be required to pay such other insurer or Person, and the County shall reduce the amount of any judgment that it obtains from such other insurer or Person by the amount, if any, that United National is found liable to pay to the County for any such claims. It is the express intent of the Parties that by operation of this paragraph, any judgment obtained by the County against any of the County's other insurers or any other Person does not include any amount attributable to United National's shares and, as a result, any claim by such other insurer or Person against United National is thereby satisfied and extinguished.

V. FAIR AND REASONABLE SETTLEMENT AND REASONABLY EQUIVALENT VALUE

The Parties acknowledge and agree that: (i) this Agreement was bargained for and entered into in good faith and as the result of arms-length negotiations; (ii) based on their respective independent assessments, with the assistance and advice of counsel, of the probability of success, the complexity, the potential delay in obtaining relief, and the potential expense of maintaining coverage litigation and/or pursuing contribution or indemnity claims, the payments received by the County pursuant to this Agreement constitute a fair and reasonable settlement of the County's claims; (iii) the payments and other benefits received under this Agreement constitute reasonably equivalent value for the release, indemnity and other benefits received by United

National under this Agreement; and (iv) this Agreement constitutes a full and final adjudication of all issues pertaining to the Policy with respect to all past, present and future potential claims in the Underlying Claims and the Coverage Claim. The County acknowledges that it has been advised by its attorneys that the payments it will receive and the benefits United National will receive under this Agreement constitutes reasonably equivalent value, as such term is used in Section 548 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and as such term is used in Sections 4 and 5 of the Uniform Fraudulent Transfer Act, in exchange for the release and other consideration it is granting United National under this Agreement.

VI. WARRANTY OF SOLVENCY

The County represents and warrants that, for purposes of Section 548 of the Bankruptcy Code and Section 5 of the Uniform Fraudulent Transfer Act, it is not now insolvent nor will it be rendered insolvent as a result of this Agreement. The County also represents and warrants, for purposes of Section 548 of the Bankruptcy Code and Section 4 of the Uniform Fraudulent Transfer Act, that it is not engaged in business or a transaction, and is not about to be engaged in business or a transaction for which its remaining property is or will be unreasonably small capital, nor does it intend to incur, or believe that it will incur, debts beyond its ability to pay as such debts mature.

VII. AGREEMENT NOT TO PUBLISH

The Parties to this Agreement, whether by themselves or through any other Person, firm or corporation, acknowledge that since this Agreement was entered for compromise purposes, they represent to one another that they have no intent or plan to publish or circulate this Agreement or the terms thereof to Claimants or any other party unless they are required to do so for the following limited purposes: to accomplish the settlement; to comply with any applicable Open Public Records Acts (however denominated) or to the extent required by law or rule; to comply with discovery requests or other demands in legal proceedings; and, to satisfy inquiries and requests of their auditors, accountants and reinsurers.

The Parties further agree that all matters relating to the terms, negotiation and implementation of this Agreement shall be deemed confidential to the extent allowed under applicable law and to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and similar provisions of state law or state rules of court.

VIII. CO-OPERATION

The County will undertake all reasonable actions to co-operate with United National in connection with its respective reinsurers, including responding to reasonable requests for information and meeting with representatives of reinsurers.

IX. NON-PREJUDICE AND CONSTRUCTION OF AGREEMENT

- A.** This Agreement is intended to be and is a compromise between the Parties and shall not be construed as an admission of coverage under the Policy nor shall this Agreement or any provision hereof be construed as a waiver, modification or

retraction of the positions of the Parties with respect to the interpretation and application of the Policy.

- B. This Agreement is the product of informed negotiations and involves compromises of the Parties' previously stated legal positions. Accordingly, this Agreement does not reflect upon the Parties' views as to rights and obligations with respect to matters or Persons outside the scope of this Agreement. This Agreement is without prejudice to positions taken by United National with regard to other insureds and other claimants, and without prejudice with regard to positions taken by the County with regard to other insurers and other claimants.
- C. This Agreement is the jointly drafted product of arms-length negotiations between the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. As such, neither party will claim that any ambiguity in this agreement shall be construed against the other party.

X. NO MODIFICATION

No change or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties.

XI. EXECUTION

There will be signed originals of this Agreement, which may be executed in counterparts. For purposes of this Agreement, facsimile and PDF copy signatures shall constitute original signatures.

XII. GOVERNING LAW

This Agreement shall be governed by and shall be construed in accordance with the laws of North Carolina. Nothing herein shall preclude or limit the Parties' positions as to the law governing coverage issues for any other claim.

XIII. NOTICES

Unless another person is designated, in writing, for receipt of notices hereunder, notices to the respective Parties shall be sent to the following person or entity:

THE COUNTY

Curt Euler, Esq.
Staff Attorney
Buncombe County Legal Services
200 College St., 4th floor
Asheville, NC 28801
curt.euler@buncombecounty.org

UNITED NATIONAL

Stephen J. Reilly
Director, Claims
Global Indemnity Group, Inc.
P.O. Box 532
Willow Grove, PA 19090
sreilly@global-indemnity.com

With a copy to:

Catalina J. Sugayan, Esq.
Sedgwick LLP
One North Wacker Drive, Suite 4200
Chicago, IL 60606
Catalina.sugayan@sedgwicklaw.com

XIV. INTEGRATION

This Agreement, including the attachments, constitutes the entire Agreement between the Parties, with respect to the subject matter hereof, and supersedes all discussions, agreements and understandings, both written and oral, among the Parties with respect thereto.

XVII. SEVERABILITY

It is understood and agreed that if any one or more of the provisions or part of any provision contained in this Agreement shall be held to be unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be fully binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Signed:

Wanda Geare
BUNCOMBE COUNTY

By:

Duly authorized to act on behalf of Buncombe County

Date:

12-14-15

Subscribed and Sworn to before me
this 14th day of December, 2015.

Kathy Hughes
Notary Public
My Commission Expires: 2-7-17



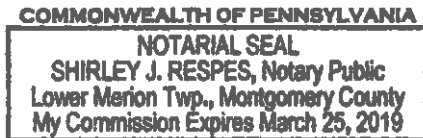
Signed: Stephen Reilly
UNITED NATIONAL

By: Stephen Reilly
Duly authorized to act on behalf of United National

Date: 12/10/15

Subscribed and Sworn to before me
this 10th day of December, 2015.

Shirley J. Respes
Notary Public

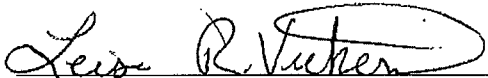


PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of One Thousand, Seven Hundred, Fifty-Nine Dollars and 17/100 (\$1,759.17), the receipt of which is hereby acknowledged, I, **Leisa Vickers**, the undersigned, legal representative and owner of a 2010 Kia Sole, VIN: KNDJT2A22A7159764, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, the Department of Environmental Health, Stephen Jones, administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage which I may now or hereafter have resulting from an accident on or about the 16th day of January, 2015, on US 70 in Swannanoa, North Carolina.

I, **Leisa Vickers**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

I, **Leisa Vickers**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.


Signature of Property Owner

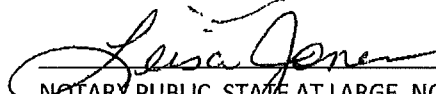
381 W. Main St. Forest City, NC 28043 6/29/15
Address of Property Owner Date

(STATE OF NORTH CAROLINA
COUNTY OF Rutherford)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Leisa R Vickers

this 29 day of June, 2015.

My Commission Expires: 12-5-2016


NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA



BATESCAREY^{LLP}

RECEIVED AUG 10 2015
Adam H. Fleischer
312-762-3130
afleischer@batescarey.com

August 7, 2015

Via FedEx

Curtis W. Euler
Staff Attorney – Buncombe County
59 Woodfin Place, Suite 100
Asheville, NC 28801

Re: Matter: *Robert Wilcoxson v. Medford, et al.*
Kenneth Kagonyera v. Medford, et al.
Insured: County of Buncombe
Westport Claim No.: 2067894
Policy Nos.: 651-011758 (Oct. 14, 2000 to Oct. 14, 2001,
renewed Oct. 14, 2001 to Oct. 14, 2002) - Primary
503-165649 (Oct. 14, 2000 to Oct. 14, 2001,
renewed Oct. 14, 2001 to Oct. 14, 2002) - Umbrella

Dear Mr. Euler:

Pursuant to our e-mails, please find enclosed the following checks:

Check number 771764 in the amount of \$680,000.00
Check number 771765 in the amount of \$1,000,000.00 Umbrella
Check number 771766 in the amount of \$500,700.00

Primary
680,000 Wilcoxson
500,700
319,300 - Kagonyera
1,500,000.00

These checks are being sent by Westport Insurance Corporation in settlement of the Kagonyera and Wilcoxson matters, subject to the reservations that both parties have exchanged. The checks are being sent via Next Day Fed Ex for Monday (August 10, 2015) delivery, signature required.

Very truly yours,

Adam H. Fleischer

AHF:bjt
1432342

cc: Michael Delonay (via electronic mail)

SETTLEMENT AND RELEASE OF ALL CLAIMS

WHEREAS the Plaintiff Larry Williams Jr. (hereinafter "Plaintiff"), has potential claims against Defendants BUNCOMBE COUNTY; BOBBY LEE MEDFORD, individually and officially; SAMUEL MATTHEW CONSTANCE, individually and officially; GEORGE SPRINKLE, individually and officially; MICHAEL MURPHY, individually and officially; RONEY HILLIARD, individually and officially, and JOHN ELKINS, individually and officially (who together with their insurers, attorneys, representatives, employees, associates, partners, officers, directors, agents, servants, heirs, executors, administrators, and successors, including but not limited to Jack Van Duncan, Sheriff of Buncombe County, and Western Surety Company, whether herein named or referred to or not are referred to as "the Defendants"); and now the Plaintiff wishes to resolve this matter as to all the Defendants and end all pursuits of any claims the Plaintiff may have against the Defendants under the transactions, acts, omissions, and occurrences set forth therein;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Release of Claims and Discharge by Plaintiff

In consideration of the sums paid as set forth below, the Plaintiff, his heirs, executors, administrators, successors, assigns and all others hereby do release, remit, acquit, and forever discharge BUNCOMBE COUNTY; BOBBY LEE MEDFORD, individually and officially; SAMUEL MATTHEW CONSTANCE, individually and officially; GEORGE SPRINKLE, individually and officially; MICHAEL MURPHY, individually and officially; RONEY

HILLIARD, individually and officially, and JOHN ELKINS, individually and officially, whether herein named or referred to or not, and each of them, of and from any, every, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, damages for injuries to person, damages for injuries to property, damages for emotional distress, punitive damages, treble damages, judgments, obligations, liens, subrogation interests, rights, loss of services, loss of use, costs, attorneys' fees, expenses (medical or otherwise) or compensation, or both, including, but not limited to, negligence, intentional infliction of emotional distress, and any and all claims of any nature whatsoever, whether herein referred to or not, whether based upon alleged tort, statute, contract, vicarious liability, or any other legal or equitable theory of recovery whatsoever against the parties hereby released, whether developed or undeveloped, known or unknown, foreseen or unforeseen, that they have had, now have, or may have in the future, for, by reason of, or growing out of any manner of thing done, omitted, or suffered to be done by the parties hereby released and in any way related to, or arising out of, the incidents arising from the arrest, investigation, prosecution, conviction, sentencing, and imprisonment of Plaintiff for the murder of Walter Bowman and for related offenses.

The Release as to the defendants identified herein is of all claims (state and federal) and applies to all named and unnamed defendants, and their insurers; whether insured by the applicable policies or not.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that this Settlement Agreement and Release of all Claims (hereinafter "Release") shall cover and include any and all present and future injuries, death, or damages not now known to or anticipated by any of the parties hereto which may later develop or be discovered, including the effects or consequences thereof, and any and all

causes of action therefor, whether known or unknown, developed or undeveloped, direct or derivative, existing or non-existing, as well as those injuries, damages, now disclosed and causes of action therefor. The Plaintiff expressly waives and assume the risks of any and all claims against the Defendants for damages suffered by the Plaintiff which exist as of this day, but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and all claims or facts which may exist or come to light in the future and which, if known, would materially affect their decision to enter this Release.

2. Payments

In consideration of the full discharge and satisfaction of all claims asserted against the Defendants, the Defendants agree to pay the sum \$750,000 to Plaintiff and his attorneys, Cloninger, Barbour, Searson, & Jones, PLLC. (\$125,000 out of the \$750,000 will be paid to a structured settlement annuity, per the attached Addendum.) Plaintiff acknowledges that the payment is contingent upon the approval by the Buncombe County Board of Commissioners. Defendants shall make full payment on or before August 7, 2015.

3. Compensation for Physical Injuries. Plaintiff suffered physical personal injuries and physical sickness during his years of incarceration allegedly due to the acts of some or all of the defendants. The payments described in paragraph 2 of this Release are intended solely as partial compensation for physical personal injuries and physical illnesses incurred by Plaintiff as a result of the alleged wrongful conduct of the Releasees, within the meaning of Section 104(a)(2) and Section 130(c) of the Internal Revenue Code of 1986 as amended, and damages within the meaning of Sections 104(a)(2) and 213(d) of the Internal Revenue Code, as amended, and is not, nor is it by the parties intended to be, compensation for any other damages or lost income, nor to represent

exemplary or punitive damages, nor pre-judgment or post-judgment interest. The provisions of the Settlement Agreement shall be construed to give effect to this intent, and any required reporting of the payments hereunder shall be consistent with such facts.

4. Representation of Comprehension of Document

IT IS FURTHER AGREED AND UNDERSTOOD that this Release has been made after an independent, full, frank, and fair examination of the facts pertaining to this Release, and the parties to this Release have been represented and advised by counsel of their own choosing, and that this Release is not made in reliance upon any statement of any person connected with, representing, or represented by the parties hereby released, nor has the undersigned been influenced to any extent whatsoever by the persons, firms, or corporations hereby released or by any persons representing them.

IT IS FURTHER AGREED AND UNDERSTOOD that this Release, and the consideration provided for herein, and the acceptance thereof is in compromise of doubtful and disputed claims, and the payment provided for in this Release is not to be construed as an admission of liability on the part of the persons, firms, or corporations hereby released, by whom liability is expressly denied.

5. Bar to Further Action

IT IS FURTHER AGREED AND UNDERSTOOD that the Defendants hereby released, and their agents, representatives, successors, insurers, sureties, heirs, executors, administrators, and assigns, can plead this Release as a complete bar in any future action against them or any of them by Larry Williams Jr., or others on his behalf, arising out of or in any way related to, the incidents described above.

6. Non-Confidentiality of Settlement

The terms of this settlement shall not be disclosed to any third party until full payment is made. Thereafter, pursuant to North Carolina state law, the terms of this settlement are not confidential.

7. Binding Agreement

IT IS FURTHER AGREED AND UNDERSTOOD that the terms and conditions of this Release shall enure to the benefit of and be binding upon the respective successors and assigns of the Plaintiff and the parties hereby released.

IT IS FURTHER AGREED AND UNDERSTOOD that the parties will cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

THIS RELEASE constitutes the entire agreement among the parties hereto, and there is no agreement or promise on the part of any party to this Release to do or to omit to do any act or thing not herein mentioned. It is further understood and agreed that the terms and provisions contained herein are contractual and not a mere recital.

The Plaintiff further declares and represents that he has carefully read the foregoing document and knows the contents thereof and sign the same as his own free and voluntary act.

8. Parties to Bear Own Costs and Expenses

IT IS FURTHER STIPULATED AND AGREED that each of the parties shall bear their own costs and expenses in this matter, including, but not limited to, attorneys' fees, court costs, expert witnesses' fees, appraisal fees, and any other expenses incident to the claims and parties

IT IS FURTHER STIPULATED AND AGREED that each of the parties shall bear their own costs and expenses in this matter, including, but not limited to, attorneys' fees, court costs, expert witnesses' fees, appraisal fees, and any other expenses incident to the claims and parties released.


9. Governing Law

IT IS STIPULATED AND AGREED that the validity, construction, interpretation, and administration of this Release shall be governed by the substantive laws of the State of North Carolina.

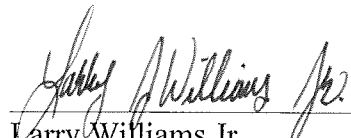
10. Counterparts.

This Agreement may be executed in one or more counterparts.

This 5th day of August, 2015.



W. Bradford Searson
Cloninger, Barbour, Searson & Jones, PLLC
21 Battery Park Avenue, STE 201
Asheville, NC 28801
brad@lawyersasheville.com



Larry Williams Jr.
Plaintiff

Curtis W. Euler
Attorney for Defendant Buncombe County
59 Woodfin Place, Suite 100
Asheville, NC 28801
Curt.euler@buncombecounty.org

Buncombe County

By: _____
Wanda S. Greene
County Manager

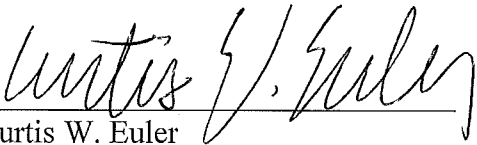
released.

9. **Governing Law**

IT IS STIPULATED AND AGREED that the validity, construction, interpretation, and administration of this Release shall be governed by the substantive laws of the State of North Carolina.

This 5th day of August, 2015.

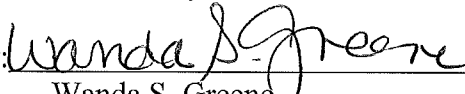
W. Bradford Searson
Cloninger, Barbour, Searson & Jones, PLLC
21 Battery Park Avenue, STE 201
Asheville, NC 28801
brad@lawyersasheville.com



Curtis W. Euler
Attorney for Defendant Buncombe County
200 College Street, Suite 400
Asheville, NC 28801
curt.euler@buncombecounty.org

Larry Williams Jr.
Plaintiff

Buncombe County

By: 

Wanda S. Greene
County Manager

Addendum to Settlement and Release Agreement

Payments

In consideration of the release set forth above, on behalf of the Defendants, Buncombe County, to pay to the individual(s) named below ("Payee(s)") the sums outlined in Section 2 below:

1.1 Payments due at the time of settlement as follows:

\$625,000 payable to the Trust Account of Cloninger, Barbour, Searson, & Jones, PLLC.

1.2 Periodic payments made according to the schedule as follows (the "Periodic Payments"):

Payee: Larry Williams:

\$6,750.00 payable annually, guaranteed for 30 years, beginning on March 21, 2030, with the last guaranteed payment on March 21, 2059.

A certain guaranteed deferred lump sum in the amount of \$42,500.00 payable on 03/21/2030.

A certain guaranteed deferred lump sum in the amount of \$52,500.00 payable on 03/21/2035.

All sums set forth herein constitute damages on account of personal injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Claimant's Rights to Payments

Claimant acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Claimant; nor shall the Claimant have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Claimant's Beneficiary

Any payments to be made after the death of Larry Williams pursuant to the terms of the Settlement Agreement and Release shall be made to the Estate of Larry Williams. Larry may submit a change of beneficiary in writing to Berkshire Hathaway Life Insurance Company of Nebraska. The designation must be in a form acceptable to BHG Structured Settlements, Inc.

Consent to Qualified Assignment

I. Claimant acknowledges and agrees that the Defendants may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendants' liability to make the Periodic Payments set forth in Section 1.2 to BHG Structured Settlements, Inc. ("Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendants (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

II. Any such assignment, if made, shall be accepted by the Claimant without right of rejection and

shall completely release and discharge the Defendants from the Periodic Payments obligation assigned to the Assignee. The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendants shall thereupon become final, irrevocable and absolute. Columbia Insurance Company shall issue a Statement of Guarantee that guarantees the payment obligation assigned to BHG Structured Settlements, Inc.

Right to Purchase an Annuity

The Defendants, itself or through its Assignee, reserve the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from Berkshire Hathaway Life Insurance Company of Nebraska. The Defendants, or the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendants, or the Assignee may have Berkshire Hathaway Life Insurance Company mail payments directly to the Payee(s). The Claimant shall be responsible for maintaining a current mailing address for Payee(s) with the Assignee.

Discharge of Obligation

The obligation of the Defendants and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee(s) named in Section 1.2 of this Settlement Agreement.

Payee: Larry Williams

By: _____

A handwritten signature in cursive script, appearing to read "Larry J. Williams Jr.", written over a horizontal line.